Annexure - B

BENGALURU METROPOLITAN TRANSPORT CORPORATION

CENTRAL OFFICES: STORES AND PURCHASE: BENGALURU - 27

Sub: Engaging an agency for providing IT professionals on contract basis.

Ref: Tender No.BMTC/2023-24/SE0218.

Terms & Conditions:

1. **Pre-qualification Criteria:-**

a) The Agency should be Public Limited or Private limited company registered under Companies ACT 1956 and must be in the business of providing I.T professionals and Technical / non Technical skilled manpower to various organizations.

b) The agency should have completed five years as on 31st March 2023 and possess ISO 9001 certification or SEI CMMI Level-3 certification for software development and software services.

c) The Agency must be profit making company for last three years and have minimum average turnover of 10 crores for last three years (2020-21, 2021-22 & 2022-23) from providing Facility management services with net worth of Rs.06.00 Crores. They need to submit duly supported Audited Statement of Accounts i.e., Profit and Loss Account, Balance Sheets, service tax assessment returns for last three years (2020-21, 2021-22 & 2022-23). The Agency should submit audited statement of accounts, duly attested by the Chartered Accountant along with the pre-qualification offer. In case, the Agency submits Xerox copies of the audited statement of accounts, the same should be re-attested by a Chartered Accountant.

d) The Agency should have competent, well-qualified and experienced manpower to handle and manage the Oracle DBA, PL/SQL, Developer 2000 and OS Windows NT/2000/2003 or higher and Unix/Linux, 95/98/XP/Vista/7/8, Office Automation Software like MS Office, Visual Studio and manage LAN / WAN, OFC, Leased line circuits, I-net, Cat-5 and smart cart Technologies.

e) The Agencies should have provided at least 500 computer skilled personnel to one or more Departments / Undertakings / Corporations of state or central Government or reputed Organizations for at least three financial years in last four years and should have rendered services satisfactorily. (Documentary proof in the form of certificate issued by the department / organization / undertaking/corporations for satisfactory services rendered shall be scanned and uploaded along with the service agreements, work orders etc., (BMTC will verify the documents with the concerned wherever necessary).

f) The agencies having local office situated in Bangalore only are eligible to participate in the tender.

g) The agency should have supplied man power to all districts cover under BMTC jurisdiction.

2. **The agency shall upload the copies of the following Documents:-**

   a) Certificate of Incorporation under Companies Act 1956.
   b) Certificate of Registration under the Employees State Insurance ACT (ESI) - Previous half yearly and yearly statements/returns submitted to ESI authorities for each employee.
   c) Provident Fund Registration Certificate issued by the Regional Provident Fund Commissioner - Previous statement of yearly returns submitted to PF authorities for each employee.
   d) Service Tax Registration Certificate/GST Registration certificate.
   e) Registration Certificate with Labor Department
   f) Certificate of Registration under Professional TAX ACT.
   g) Copy of the PAN card of the agency.
   h) Any other registrations required as per the existing laws relating to providing manpower services.

3. Agencies whose contracts have been terminated / Foreclosed by the employer during the last 3 years due to non-fulfilment of contractual obligations / non compliance of statutory obligations are not eligible to bid. The agency should clearly specify and submit an undertaking in writing separately stating that they do not fall under this category.

4. The agency should provide personnel with regional language(Kannada) proficiency and who are willing to work anywhere in Bengaluru.

5. The IT Professionals deputed by agency should be under the establishment rolls of the agency itself and the leaves, payment of salaries should be regulated by agency itself.

6. The contract IT Professionals provided by the agency shall not have any right to claim appointment in BMTC.

7. **Specifications and Requirement:**

Sl no	Post Name	No. of posts required
1	Senior Programmer(Java 2 years)	1
2	Senior Programmer(PHP 2 years)	1
3	Junior Programmer(Java 1 year)	1
4	Junior Programmer(PHP 1 year)	1
5	Database Administrator	1
6	Mobile App Developer	1
7	Network Expert	1
8	NOC Lead	1
9	Technical support lead	1
10	System Support Admin	1
11	System Engineer	1
12	NOC Sr. Admin	1
13	Technical support Admin	1
14	Network Engineer	1
15	System/Network Admin	4
16	NOC Admin	3
17	Field maintenance Engineer	52
	Total	0

8. **Scope of Work and Experience:**

i. **Post Name: Senior Programmer (Java)**
Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 2+ years
Expertise: JAVA platform, Full Stack Developer .

ii. **Post Name: Senior Programmer (PHP)**
Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 2+ years
Expertise: PHP platform, Full Stack Developer .

iii. **Post Name: Junior Programmer (Java)**
Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 1+ years
Expertise: JAVA platform.

iv. **Post Name: Junior Programmer (PHP)**

Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 1+ years
Expertise: PHP platform.

v. **Post Name: Database Administrator**
Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 3+ years
Expertise: MySQL, Postgres.

vi. **Post Name: Mobile App Developer**
Qualification: B.E(CS/IS/EC)/BTech/MCA
Experience: 1+ years
Expertise: Both in Android/iOS

vii. **Network Expert**
Qualification: BE (CS/IS/EC)/BTech/MCA.
Experience: 07+years
Expertise:

- Design and deploy functional networks (LAN, WLAN, WAN.
- Configuration & installation servers, firewall, routers, modems, switches and other network devices.
- Automate tasks and monitor their effectiveness.
- Implementation of web servers-production setup and deployment of fixes in production.
- Troubleshooting of web servers-production setup and deployment of fixes in production.
- Scanning computers for security vulnerabilities using available technical tools.
- Co-ordination with the internet service provider/WAN for the smooth working.
- Configuring the firewall , antivirus etc.,
- Improvising network performance, capacity & scalability.
- Defining and monitoring performance delivery and SLAs and maintenance of DC activities.
- Monitoring system performance and preventing unauthorized data access.
- Adding, removing or updating user account information, resetting passwords, managing license.
- Cyber Security Certification is preferred.

viii. **NOC Lead**
Qualification: Any degree
Experience: 8+Years
Expertise:

- Managing ITS application Servers, database servers.
- Monitoring Network of ITS both LAN/WAN.
- Co-ordination with KSDC for maintenance of servers.
- Troubleshooting of Routers, Switches, Firewall& load balancer.
- ITS application setup and syncing of data between depot servers and central server.
- Coordination with Vendors for Network related issues,
- Server/Network related issues.

- Coordinating with Central Office team related to ITS application and Sync issue.
- Capable of troubleshooting and resolving application/ ETM problems.

ix. Tech Support Lead

Qualification: Any degree
Experience: 7+Years
Expertise:

- Knowledge of Database handling (Mysql) is a plus.
- Knowledge of configuring Routers and switches.
- Able to manage depot application Issues related Waybill and Audit.

x. System Support Admin

Qualification: Any degree
Experience: 7+Years
Expertise:

- Knowledge of Database handling (Mysql) is a plus.
- Coordinating with Depot team and FME for ETM's and Application related issue.
- Coordinating with Central Office team related to ITS application and Sync issue.
- Knowledge of configuring Routers and switches
- Capable of troubleshooting and resolving application/ ETM problems.
- Coordination with Vendors for timely delivery.

xi. Systems Engineer:

Qualification: BE (CS/IS/EC)/Btech/MCA.
Experience: 5+years
Expertise:

- Proficient on Linux & Windows environment.
- Thorough knowledge of designing, installing and maintaining LAN/WAN networks and KSWAN.
- Thorough knowledge of installing, configuring, managing switches, routers, firewalls and VPNs.
- Experience in Installation, Configuration and Maintenance of Windows & Linux OS and Application servers.
- Troubleshooting of web servers-production setup and deployment of fixes in production.
- Experience in Installation, Configuration and Maintenance of Mail, DNS.
- Proficient on Network, Security & Performance management.
- Capable of troubleshooting and resolving network problems.
- Knowledge on Ticket based support system for trouble logging.
- Experience in Server, Desktop & Laptop management.
- CCNA or CCNP or MSCE certification preferred.

xii. NOC Sr. Admin

Qualification: Any degree
Experience: 3+Years
Expertise:

- CCNA, CCNP, MSCE certification is a plus.
- Knowledge of designing, installing and maintaining LAN/Wan networks.
- Knowledge of installing, configuring, managing switches, routers, firewall and VPNs.
- Experience in installation, Configuration and Maintenance of windows and Linux OS and Application Servers.
- Experience in installation, Configuration and Maintenance of Mail, DNS
- Capable of troubleshooting and resolving network problems.
- Monitoring of depot Servers, Central ITS Application Servers.

xiii. Tech Support Admin

Qualification: ITI /Diploma/Any Degree
Experience: 3+Years
Expertise:

- Knowledge of Database handling (Mysql) is a plus.
- Coordinating with Depot team and Fme for Depot offline Application of ITS.
- Capable of troubleshooting and resolving DOAapplication/ ETM problems.
- Capable of troubleshooting and resolving for ETM Integrated Application of ITS.

Able to manage depot application Issues related Waybill and Audit.

xiv. Network Engineer

Qualification: BE (CS/IS/EC)/Btech/MCA.
Experience: 4+years
Expertise:

- Proficient on Linux & Windows environment.
- Thorough knowledge of designing, installing and maintaining LAN/WAN networks.
- Thorough knowledge of installing, configuring, managing switches, routers, firewalls and VPNs.
- Experience in Installation, Configuration and Maintenance of Windows & Linux OS and Application servers.
- Experience in Installation, Configuration and Maintenance of Mail, DNS.
- Proficient on Network, Security & Performance management.
- Capable of troubleshooting and resolving network problems.
- Knowledge on Ticket based support system for trouble logging.
- Experience in Server, Desktop & Laptop management.
- CCNA or CCNP or MSCE certification preferred.

xv. System & Network Administrator

Qualification: BE (CS/IS/EC)/Btech/MCA/(MSc/BSc in CS)/BCA/Diploma in CS/Electronics.
Experience: Fresher's.
Expertise:

- Trouble shooting of Computers and Printers.
- Knowledge of designing, installing and maintaining LAN/WAN networks.
- Installation, Configuration and Maintenance of Windows & Linux OS.
- Experience in Installation, Configuration and Maintenance of Mail, DNS.
- Capable of troubleshooting and resolving network problems.

xvi. NOC Admin

Qualification: Any degree
Experience: Fresher's.
Expertise:

- Knowledge in Networking.
- CCNA, CCNP, MSCE certification is a plus.
- Knowledge of designing, installing and maintaining LAN/Wan networks
- Knowledge of installing, configuring, managing switches, routers, firewall and VPNs.
- Experience in installation, Configuration and Maintenance of windows and Linux OS.
- Capable of troubleshooting and resolving network problems.

xvii. Post Name: Field Maintenance Engineer

Qualification: ITI /Diploma/PUC/Any Degree.
Experience: Fresher's.
Expertise:

- Able to Handle Depot related issue like ETM , Computers, Lan and Wifi routers
- Coordinating with Support and NOC team for application and network related issue.
- Able to manage ETM hardware checking and Software upgrade.
- Able to manage depot application Issues related Waybill and Audit.
- Capable of giving trainings to Conductors

9. Other Terms and conditions:

1. BMTC will pay total remuneration including employer's share of EPF, ESI, Service charges of Agency and GST. (remuneration of the candidate = Gross salary of the candidate+ PF Employer contribution + ESI Employer contribution+ service charges+ GST). The Gross salary should be includes Netpay + PF employees contribution + ESI employees contribution and Professional (Tax if applicable).

2. The agency should quote only end rate of per personnel per month.

3. Agency should quote total remuneration for per person per month and BMTC will pay total amount on monthly basis and it will not be open to revision on any account during the contract period.

4. The rates of wages and the consequential revision in the statutory contribution on person's wages will be revised by BMTC from the date of

statutory revision in the rate of GST / Service Tax, EPF, ESI by the Government, whatsoever may be the case. However, there will be no increase in the Service charges quoted by the agency.

5. The agency shall deduct at source towards employee's share of EPF, ESI, IT and Professional tax applicable and shall remit the take home salary to the individual's Bank account in time through e-payment based on Number of days worked in the particular month.

6. EPF and ESI contributed by BMTC as employer's share, EPF and ESI deducted from the employee's salary as employee's contribution, service tax (GST) and professional tax, Income tax (TDS) shall be remitted by the Agency to the concerned authorities.

7. Agency shall be incorporated under the companies Act of 1956 adhering to all State /Central Government laws / Acts under contract labour laws.

8. Agency will obtain necessary specific License from the Labour Department / Inspector of Factories / Shops for Undertaking service Contract.

9. Agency shall comply with all terms / obligations including record maintenance as per contract Labour (Regulation and Abolition) Act, 1970 and Employees Compensation Act, 1923 and applicable laws relating to the activities of the agency.

10. The Agency shall furnish a copy of the license issued by the Labour Department under the Contract Labour (Regulation and Abolition) Act, 1970.

11. The Agency shall be liable to the orders / Notification / Circulars with regard to contract labours under the different labour acts which have been notified by the Government

12. The agency alone will be responsible for payment of contribution towards ESI / PF and other benefits as per Labour laws and the BMTC shall not be liable for any claims or disputes arising between agency and its employees.

13. The personnel deployed by the agency shall be covered under the Minimum wages Act, ESI, PF and applicable Acts and Rules

14. The agency shall be liable for action for any kind of violations in applicable laws.

15. The agency will not do or permit to be done anything, which might cause any breach or infringement of the laws and regulations.

16. The agency should supply the manpower within a fortnight time after the receipt of the Purchase/Work Order.

17. Agency should provide skilled, sincere and dedicated staff with clear antecedents and ensure that the staff possesses prescribed qualification and experiences. It is the sole responsibility of the agency to provide adequately skilled candidates required for discharging the expected duties. Any point of time, if BMTC concludes that the candidate is failing below the standards, BMTC reserves the right to insist for replacement of that personnel, failing which penalty will be levied as per clause.

18. The BMTC will give a list of duties and responsibilities to the persons taken on contract through the agency, which may change according to the needs as and when arises.

19. The candidate should be of 21 years or above and well versed in Kannada and English.

20. The agency shall ensure the personnel have passed a medical examination by registered medical practitioner certifying that they are fit for duties for which they are engaged.

21. The agency shall conduct a preliminary interview and submit the shortlisted resumes to BMTC in 1:2 ratio. BMTC will conduct skill test at its corporate office to the candidates shortlisted by the agency. The candidates who have secured minimum qualifying marks in the skill test will be called for interview. Agency is advised to have a pool of required personnel selected after the interview at their disposal in order to meet the demand.

22. The result of the interview of the resource conducted by BMTC will be intimated to the agency.

23. Based on the need, BMTC will forward the requirement. The agency shall deploy the required staff within 15 days on written communication, failing which penalty at 2 times the remuneration per day per person will

be levied for not deployed during the first three days after 15 days deployment period, thereafter, the penalty will be levied at 4 times.

24. BMTC reserves the right to depute the eligible candidate to any of its locations based on the requirement. The candidate shall carry offer letter issued by the agency while reporting at deputed work location.

25. This appointment through agency shall not be considered as an appointment in any regular scale of pay or shall not be intended to give rise to any claims whatsoever as to appointment on permanent basis etc., in BMTC.

26. The agency shall submit to BMTC the personal details such as names of parents, address (temporary and permanent), telephone number, Aadhaar number, email of the deployed candidate along with Xerox copies of educational qualifications and offer letter for record by BMTC. If necessary original certificates shall be produced on demand by BMTC for verification purpose.

27. The agency shall maintain personal register of each employee. It will be the sole responsibility of the agency to verify the antecedents of the manpower engaged by them.

28. The agency or their employees shall not carry any hazardous explosives, ammunitions or engage in any anti social activities. The agency shall not deploy terrorists; convicts etc. and BMTC shall not assume any responsibility or liability for violations of the Law.

29. The staff engaged by the agency should be courteous, well mannered and with clear antecedents. The staff deployed should strictly adhere to BMTC protocols. If any deviations noticed in this regard, BMTC has the right to insist for replacement of that personnel.

30. Staff deployed by agency is required to work beyond office hours in case of exigencies. They are required to work on general holidays also, if situation so demands. The staff deployed should be accessible all the time and provide 24 x 7 support.

31. In the event of default on part of the agency to provide requisite number of staff during the period of contract, the contract will be terminated and entrusted to another agency / firm at the risk and cost of the defaulting agency / firm.

32. The agency shall not change the staff frequently. If any change happens without BMTC's consent, attendance will not be given and no payment will be made to the agency towards the salary of that resource.

33. If any person deputed by the agency wants to quit the job, he/she should intimate BMTC and the agency 30 days in advance. It is the sole responsibility of the agency to arrange alternate personnel in his / her place for knowledge transfer before he / she leaves the jobs. Agency shall ensure that existing personnel will however continue till new resource is provided.

34. Any unauthorized absence of any resource beyond 7 days without bringing to the notice of BMTC will be deemed to be a resignation of the resource from the services and no payment will be made to the agency towards the salary of the resource for that month.

35. BMTC shall have the right to instruct in writing to the agency to remove / replace any person engaged for rendering services on account of misconduct or not found co-operative or found not suitable to the work or does not turnout the expected quality work or unfit otherwise. Such persons cannot be re-deployed by the Agency for any other work of BMTC without the specific permission of BMTC.

36. The agency should provide alternate resource in place of the resource to be replaced immediately within three days on written communication. Alternate personnel provided should have the same or higher qualification and experience as the relieving personnel. Replacement is allowed provided BMTC finds the new resource is acceptable vis-à-vis the evaluation criteria and selection procedures. If the agency fails to provide alternate personnel within three days, it will attract a penalty at 2 times the remuneration per day per person for the first three days after three days replacement period and thereafter, the penalty will be levied at 4 times the remuneration per day per person

37. If any personnel employed by the Agency are considered excess by BMTC, it shall be the responsibility of the Agency to remove the said person or persons from the work with one month notice period.

38. BMTC reserves the right to decrease or increase the number of posts as and when required. It is the discretion of BMTC to fill up any or all the posts based on requirements. If any time, BMTC finds any post not

required, it reserves the right to intimate the agency to terminate the person working in that post with one month notice period.

39. BMTC reserves the right to relocate the deployed resource / persons at the locations / units as per its requirement.

40. If at any point of time during the currency of contract, BMTC finds that the services rendered by the agency are found unsatisfactory, it will be at liberty to obtain the services from alternative source at the risk and cost of agency.

41. All the deployed resources shall have their own smart phones with internet connection. The agency has to share the contact number of the resources to BMTC within 7 days after deployment. All the resources should be accessible 24 x 7 over phone. BMTC is not liable to pay any charges towards the same.

42. The persons deployed by the agency shall not have any claim for continuation in BMTC and agency shall be liable to comply with all the requirement of laws.

43. BMTC will not provide any residential or transport facility to the resources deployed by the firm.

44. BMTC would decide on deputing the outsourced personnel to any of the places for attending to the duties. In such cases, BMTC will issue duty pass / movement order to travel in specified class of services operated by BMTC and they are not eligible to claim any expenses from BMTC.

45. In case of any accidents / injury to their engineers of the agency during the contract, BMTC is not liable for any sort of compensation.

46. The personnel are employees of agency and will be subject to their overall control and superintendence and they are not subjected to any rules, regulations and service conditions of the BMTC.

47. Notwithstanding anything contained in this tender, the agency shall be liable for any loss / damage, delay or acceptance of whatsoever nature whether direct or indirect or which have occurred / resulted solely from the negligence, gross negligence or willful default of the agency or their employees employed by them in connection with the contract.

48. Any damages caused during the contract by the staff deployed, the same should be made good by the agency.

49. The agency shall be responsible for any act or theft / fraud committed by their staff, during the currency of contract.

50. If the agency fails to meet the obligations under this agreement for any reasons within the control of agency, the BMTC may give notice to the agency of the default, requiring them to rectify / remedy it as soon as practically possible. In the event that the agency fails to rectify / remedy within two days, to the satisfaction of the BMTC, then BMTC shall be entitled to terminate the Agreement with immediate effect by notice in writing at risk and cost of the agency besides forfeiting / realizing EMD / Bank Guarantee/Security Deposit.

51. Any notice to be given by their party to the other party shall be in writing may be sent by email, fax, registered post or by personnel service with due acknowledgement.

52. The address of the parties for service of such communication shall be as intimated in writing from time to time.

53. The agency shall issue a valid identity card to each of the resources provided by them within 7 days after deployment. The identity card so supplied shall bear the name, designation, signature, attested copy of photograph, age, blood group and mobile number of the resource. The agency shall ensure that these employees always carry their identity card with them, while on duty.

54. The agency shall ensure that none of its internal issues with its employees affects the smooth running of the contract and the agency shall be liable to indemnify all such losses / inconvenience caused to BMTC due to internal issues of the agency.

55. It is expressly understood and agreed by and between agency and BMTC that, BMTC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity, in particular, it is expressly understood and agreed that the Government of Karnataka or Government of India is not a party to this agreement and has no liabilities, obligation of rights hereunder. It is expressly understood and agreed that BMTC is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the

applicable laws of India and general principles of contract law. The agency expressly agrees, acknowledges and understands that BMTC is not an agent, representative or delegate of the Government of Karnataka or Government of India and Governments and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract.

56. The agency shall also comply with all necessary provision under the relevant Acts, Rules and Regulations and liable to pay for damages arising due to non compliance and shall be bound to bear the cost of defense of every suit, action for other legal proceedings that might be brought to any person for injury sustained due to non compliance of the above provisions and to pay damages and costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the agency be paid in connection with any compromise or claims by such person.

57. The employees of the agency shall be entitled for any gazette Holidays declared by BMTC and a casual leave of one day for every month, totaling to 12 days per annum. No casual leave shall be accumulated beyond one year. Any other types of leaves will not be applicable to these employees and shall be subject to exigencies.

58. The staff supplied by the agency shall perform their duties diligently and maintain due secrecy in respect of confidential information which he may come to know in the course of their duties.

59. The staff / workmen so engaged in the contract shall not divulge any information to anybody or matte concerning the decision of the Board / Committee etc.

60. The manpower engaged by the agency shall at all time take steps to ensure and protect the interest of BMTC and render professional services with utmost integrity, interest, honesty, devotion and diligence.

61. The agency shall indemnify and hold harmless the BMTC against any and all claims, demands and / or judgments of any nature brought against the BMTC arising out of the services by the agency and its staff under the contract, the obligation under this clause shall survive the termination of the contract.

62. The agency should exclusively nominate an officer to handle BMTC project. The said officer shall be accessible 24 x 7 to all the units of BMTC. He will ensure smooth working and should report regularly to the Chief Systems Manager, BMTC. The officer nominated by the agency or his representative should review the performance of the staff deployed and take required action. Also the officer or his representative shall visit BMTC units where the staff are working and obtain feedback from the concerned officers of BMTC.

63. The agency shall provide the following details along with the Invoice claiming manpower charges for the month on or before 3rd of succeeding month:

a) Attendance sheet and work dairy of all the resources duly signed by their reporting officer in BMTC.

b) Statement showing the salary to e paid for each of the resources based on attendance, duly indicating the Basic, Allowance, EPF and ESI, Service charges, GST / Service Tax, Amount to be paid to the agency, PT, TDS and net amount to be paid to the resource.

c) Documentary proof of previous month salary remittance i.e. copy of bank statement certified by the concerned bank.

d) Proof of having deposited the PF and ESI (both employer and employee contribution) for the previous month to the appropriate authorities. Copies of ECR and Form 12 A submitted to the Employees Provident Fund Organization.

e) Proof of having paid the Professional Tax deducted from the salary of employees for the previous month to the concerned department.

f) Proof of having credited the Service Tax / GST claimed in the Invoice for previous month and paid by the Client to the Government.

g) Proof of having credited the TDS amount if any deducted from the salary of employees for the previous month to the Income tax Department.

h) Documents must include names of only those employees deployed in BMTC under the contract. Non-submission of above documents shall lead to disallowing of further payments to the agency.

64. The agency should disburse the take home remuneration to the resource deployed to BMTC on or before 5th of succeeding month without fail, through electronic clearing system (ECS) only as per the payment of wages act 1936 and shall enclose copy of Bank Statement along with the bill. This is mandatory Non disbursement of salary to the resource before 5th of the month due will attract a penalty of 2% of the total bill amount submitted for payment. If the defect of nonpayment of salary within the stipulated time is not rectified by the end of the particular month, then the bills for the succeeding month will be withheld unless the agency produces proof of payment of salary for the preceding month. If the defect is still not rectified before 5th of succeeding month (2nd month), then BMTC reserves liberty to terminate the contract with immediate effect besides forfeiting / realizing the EMD / Security deposit / Bank Guarantee.

65. The agency shall be liable to make payment to all the deployed personnel and shall comply with the labour laws. If BMTC is held liable as principal employer to pay compensations / contributions / less payment of wages etc., under any act or court decision in respect of the employees deputed by the agency, then the agency shall reimburse such amounts to BMTC besides compensating for the loss / damage cost to BMTC.

66. The Agency shall solely responsible for payment of salary, contribution to Provident Fund, ESI, GI, PT, GST/Service Tax etc., within the prescribed time period as per relevant laws. BMTC will not be responsible for non-payment of any of the amount to the personnel deployed by the agency, Proof of such payment to be furnished to the CAO-FA, BMTC for records failing which the Invoice of the agency will be withheld.

67. The agency should submit monthly attendance abstracts duly certified and signed by the concerned officers as specified by BMTC from time to time along with the work dairy of the staff deployed.

68. Every effort would be made to ensure that the payment to the agency is made within 15 days of the submission of the Invoice which should be complete in all respects and supported by the documents ad detailed above. Incomplete Invoice and those not supported by stipulated documents will be returned for compliance before payment. Under such

circumstances, the agency shall be solely responsible for any delay. Any delay in payment of the Invoice provided by the agency shall not be an excuse for making delayed payment to the staff regularly by the stipulated time. The agency should have ample financial resources to meet such exigency for a period of at least three months.

69. The total remuneration will be calculated on the basis of the number of days of actual deployment.

70. Accounts department of BMTC to deduct income tax and other taxes as applicable and as per the existing rules, Act(s) and notification from time to time while making payment to the agency.

71. The agency shall pay the monthly remuneration to the deployed staff as per the pay structure indicated in the tender document, after deducting the statutory deductions like PF & ESI (Employee contribution), Professional tax etc.

72. The agency shall furnish pay slips to all its employees every month indicating the take home remuneration and statutory deductions.

73. The agency must provide EPF numbers and ESI cards, duly activated, to all the deployed manpower. The agency should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing.

74. The agency shall issue a Service Certificate to every employee whose services have been terminated for any reason.

75. The Annual statement of accounts in respect of each personnel as issued by the Regional Provident Fund Commissioner and ESI shall be furnished to each of the personnel with copy to BMTC.

76. In this tender document the works of company and client means BMTC only, Further agency and Firm means the Service Provider

77. No near relatives of the officials employed in BMTC are eligible to bid this tender.

78. The tenders will be evaluated based on the evaluation criteria shown in the tender.

79. The successful agency will have to furnish performance security amounting to equivalent to 10% of the total contract value equivalent to payment released to BMTC for 18 months which is the duration of the contract in the form of demand draft / unconditional Bank Guarantee from any scheduled, Nationalized Bank or Public Sector Bank or Private Sector Banks – Indian Banks, which will not bear or earn any interest in the name of CAO-FA, BMTC.

80. The Agency should not appoint subcontractor. If the Agency is found to have appointed the sub-contractor, the contract will be terminated at the risk and cost of the service provider concerned.

81. If the service contract continues beyond the period of 12 months, then the agency shall have to renew the contract with required performance security.

10. **Evaluation Criteria:**

a) Agency will be selected based on lowest Lumpsum amount quoted for the all the categories, subject to fulfilling the pre-qualification and other criteria.
b) Agencies should quote for all categories of posts. Otherwise such quotations will not be considered for evaluation and will be disqualified.
c) The financial bids of the agencies which do not meet the pre-qualifying requirements (Technical bids) will not be considered.
d) The financial bid of only the qualified bidders will be opened.
e) The agency should quote for all the categories.

11. **Period of Contract:**

a) The Contract would be for a period of one year from the date of signing the agreement. The contract period could be extended for another one year based on the performance of the agency by renewing the contract with mutual agreement on the same terms and conditions.

b) The contract can be terminated by either party on three months' notice.

c) Contract will be executed strictly as per the terms laid down in the tender and in accordance with the Service Level Agreement to be entered into with the winning bidder and Chief Systems Manager, BMTC.

12. **Premature termination of the Contract:**

a) If the service of the personnel deployed by the Agency are found not satisfactory and if any one of the conditions of the contract agreement is

violated, BMTC reserves the right to terminate the contract prematurely at any time or stage during the period of contract, by giving one month notice in writing without assigning any reason and without incurring any financial liability whatsoever to the service provider.

b) In case of any dispute the jurisdiction of the court shall be at Bengaluru

13. **Dispute Resolution:** Any dispute arises between the parties with regard to terms and conditions, be referred to Managing Director, BMTC and parties will be bound by his decision which shall be final.

14. **Force Majeure:** The parties to this agreement cannot be responsible for any failure of performance or delay in performance of their obligations there under if such failure or delay shall be the result of any Government Directive relevant to this agreement or due to war, hostilities, act of public enemy, riots or civil commotion's, strikes, lockout, fire, floods, epidemics or act of God, arrests and restraints or rulers and people political or administrative acts of recognized or defacto Government Import or Export restrictions, compliance with any Government or local authority or any other cause or cause beyond the control of the parties hereto.

15. **Risk Purchase Clause**: If the agency fails to supply the required number of resources or the performance of the resources deployed is found to be unsatisfactory, BMTC will have the right to get the resources from elsewhere and extra cost incurred would be recovered from the agency.

16. **Intellectual Property Right (IPR)**: All application design, architecture, development, program codes and documentation done by the resources deployed by the agency shall be intellectual property of BMTC and the agency shall not have any right to the same. The agency and the resources deployed by the agency should ensure that there is no slippage on the IP rights. In case if found violated, the agency and the resources deployed by the agency might be penalized based on BMTC decision.

17. **Breach of terms and contract**: **The following acts on the part of the Agency will constitute breach of contract:**

(1) Failure to deploy the required staff within the prescribed time limit.

(2) Failure to make payment to the staff deployed within specified date.

(3) Failure to make/submit details /proof of take home remuneration, EPF, ESI, and other statutory remittances in respect of any of the personnel deployed by the agency at the prescribed rate within the prescribed time limit.

(4) Deduction from the remuneration payable to the personnel deployed, of any amount not being any statutory levy or contribution, and collection of any amount either directly or indirectly from the personnel deployed as commission or free or any other amount either before their deployment or any time during their deployment in BMTC.

(5) Failure to submit the relevant documents / registers pertaining to the persons deployed under the contract for inspection either to the statutory authorities or to BMTC when such request is made

(6) Deficiency in service, like not replacing the persons in place of absentees, under performers, persons suspected of carrying out fraudulent transactions etc. whenever such requests are made by BMTC

18. **Penal Clause:** It is open to BMTC to initiate the following penal actions against the Agency on breach of any of the above terms:

i) The penalties are subjected to a maximum of 10% of the contract value. If the same persists further, the contract will be terminated and the agency will be blacklisted after forfeiting EMD / SD.

ii) This does not preclude BMTC from recovery of the directly attributable losses on account of the actions of an employee of the agency from any available legal options including forfeiture of security deposits.

19. Any bidder from a country which shares a land border with India will be eligible to bid in the tender only if the bidder is registered with the Competent Authority (as detailed at Annexure-B2). In this regard, a compliance certificate/ declaration to be submitted by the bidder on Rs. 20/- & above stamp Paper as per the format at Declaration-III (regarding restrictions on public procurements from bidders of such country/ countries which shares a Land Border with India.)

20. **Tender Processing Fee:** Rs: 550/- to be paid through e-payment mode only.

21. **Earnest Money Deposit:** Rs. 50,000/- through e-procurement portal.

22. As per the Government of Karnataka Notification issued vide No: FD/130/EXP-12/2015 DT. 08.09.2015, "Micro & Small Enterprises registered with NSIC under a single point vendor registration scheme, are exempted from the payment of Earnest Money Deposit". Bidders, who wants to avail these facility, should enclose the copy of NSIC certificate. (As per the Government of Karnataka Notification issued vide No. FD/295/EXP-122019 dt.26.03.2019 the exemption from payment of EMD is applicable only for procurement of goods.)

23. **Security Deposit:** 10% of the Purchase Order Value (Refer Annexure – B1 for details)

24. **PRE BID MEETING:** The pre-bid meeting is scheduled on 17.01.2024@11.30 Hrs, in the 4th floor, Mini Meeting Hall, BMTC, Central Offices, Bangalore–27

25. Last date and time for submission of tender documents through e-Procurement portal: Date. 25.01.2024 time 14:30 Hours.

26. Opening of pre-qualification offers: Date. 27.01.2024, time 12:30 Hours.

27. Opening of Commercial offers: 29.01.2024, time 14:30 Hours (Tentative).

28. Other Standard Terms and Conditions are as per Tender Documents.

Controller of Stores and Purchases